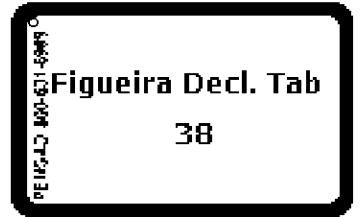


UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

THE FOOTBALL ASSOCIATION PREMIER)
LEAGUE LIMITED, BOURNE CO., et al.,)
on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
vs.)
)
) NO. 07-CV-3582
)
YOUTUBE, INC., YOUTUBE, LLC, and)
GOOGLE, INC.,)
)
Defendants.)
)

VIDEOTAPED DEPOSITION OF
KEITH HAUPRICH
NEW YORK, NEW YORK
THURSDAY, SEPTEMBER 24, 2009

BY: REBECCA SCHAUMLOFFEL
JOB NO. 17720



KEITH HAUPRICH

38-0002

you referred to as that Agreement?

Q. What is your understanding
-- do you remember what this form was,
as referenced in the February 20, 2008
E-mail?

MR. HART: Look at Exhibit 6
again. That's what you are
referring to right now, right,
Exhibit 6?

MR. JACOVER: Exhibit 6,
yes.

A. I do. It is my
understanding that the form is the
non-negotiable boilerplate Pro Forma
Content ID and Management Agreement
that was attached with the February 20,
2008 Agreement.

Q. Did YouTube ever tell you
that it was non-negotiable?

A. Pursuant to their actions of
ignoring my letter dated April 23rd
until January of 2009, by their failure
to negotiate this with me in good faith
for more than two years, their

KEITH HAUPRICH

38-0003

performance has certainly told me it is
non-negotiable.

Q. Did YouTube ever actually
tell you that this form is not
negotiable or you must sign as is?

MR. HART: I will object to
the form and prior testimony.

A. Reading the E-mail to Miss
White, "Please complete this form and
then return to us via fax." Doesn't
say please, I am submitting this for
your review and consideration. Please
contact me if you have any questions or
would like to otherwise discuss
including any comments, changes or
requested provision.

Q. Let's make sure we are
talking about the same thing. The form
being the Content Identification
Management Agreement that was sent to
you, correct?

MR. HART: Let's refer to
Bates number within the exhibit
just so -- because you are making